UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA RICHMOND DIVISION

In re:

ALVIN DELANO LEWIS, II,

CHAPTER 13

Debtor.

CASE NO. 13-31494-KRH

HARLEY-DAVIDSON CREDIT CORP.,

Plaintiff/Movant.

VS.

ALVIN DELANO LEWIS, II
AKA ALVIN D. LEWIS, II
CARL M. BATES, TRUSTEE
and PAMELA S. LEWIS, Co-Debtor
AKA PAMELA LOUISE LEWIS,

Defendants.

MOTION FOR RELIEF FROM DEBTOR STAY PURSUANT TO 11 U. S. C. 362 (d) AND CO-DEBTOR STAY PURSUANT TO 11 U. S. C. 1301 (c) (3)

NOTICE

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THIS BANKRUPTCY CASE. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)

TO: ALVIN DELANO LEWIS, II, DEBTOR
CARL M. BATES, CHAPTER 13 TRUSTEE

IF YOU DO NOT WISH THE COURT TO GRANT THE RELIEF SOUGHT IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE OF THIS MOTION. YOU MUST FILE A WRITTEN RESPONSE EXPLAINING YOUR POSITION WITH THE COURT AND SERVE A COPY ON THE MOVANT. UNLESS A WRITTEN RESPONSE IS FILED AND SERVED WITHIN THIS FOURTEEN (14) DAY PERIOD, THE COURT MAY DEEM OPPOSITION WAIVED, TREAT THE MOTION AS CONCEDED, AND ISSUE AN ORDER GRANTING THE REQUESTED RELIEF WITHOUT FURTHER NOTICE OR HEARING.

IF YOU MAIL YOUR RESPONSE TO THE COURT FOR FILING, YOU MUST MAIL IT EARLY ENOUGH SO THE COURT WILL RECEIVE IT ON OR BEFORE THE EXPIRATION OF THE FOURTEEN (14) DAY PERIOD.

TO: PAMELA S. LEWIS

IF YOU DO NOT WISH THE COURT TO GRANT THE RELIEF SOUGHT IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF SERVICE OF THIS MOTION, YOU MUST FILE A WRITTEN RESPONSE EXPLAINING YOUR POSITION WITH THE COURT AND SERVE A COPY ON THE MOVANT. UNLESS A WRITTEN RESPONSE IS FILED AND SERVED WITHIN THIS TWENTY-ONE (21) DAY PERIOD, THE COURT MAY DEEM OPPOSITION WAIVED, TREAT THE MOTION AS CONCEDED, AND ISSUE AN ORDER GRANTING THE REQUESTED RELIEF WITHOUT FURTHER NOTICE OR HEARING.

IF YOU MAIL YOUR RESPONSE TO THE COURT FOR FILING, YOU MUST MAIL IT EARLY ENOUGH SO THE COURT WILL RECEIVE IT ON OR BEFORE THE EXPIRATION OF THE TWENTY-ONE (21) DAY PERIOD.

Johnie R. Muncy, Esquire
Counsel for Plaintiff
Samuel I. White, P.C.
1804 Staples Mill Rd, Suite 200
Richmond, VA 23230
State Bar #73248
(804) 290-4290

ATTEND THE PRELIMINARY HEARING SCHEDULED TO BE HELD ON AUGUST 28, 2013 AT 9:30 AM IN THE U.S BANKRUPTCY COURT, RICHMOND DIVISION, U.S. COURTHOUSE, 701 EAST BROAD STREET, RICHMOND, VIRGINIA 23219 IN COURTROOM 5000.

NOTICE FROM SAMUEL I. WHITE, P. C.

PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, WE ADVISE YOU THAT SAMUEL I. WHITE, P. C., COUNSEL FOR THE PLAINTIFF/MOVANT, IS A
DEBT COLLECTOR ATTEMPTING TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION WE OBTAIN FROM YOU WILL BE USED FOR
THAT PURPOSE.

MOTION FOR RELIEF FROM DEBTOR STAY PURSUANT TO 11 U. S. C. 362 (d) AND CO-DEBTOR STAY PURSUANT TO 11 U. S. C. 1301 (c) (3)

The Motion of Harley-Davidson Credit Corp., by Counsel, hereby moves the Court for relief from the automatic stay and in support thereof represents unto the Court:

- 1. This Court has Jurisdiction over this proceeding pursuant to 28 U. S. C. Sections 157 and 1334, 11 U. S. C. 362 (d) and 11 U. S. C. 1301 (c) (3), and that this matter is a core proceeding.
 - 2. The Debtor filed a Petition under Chapter 13 of the Bankruptcy Code on March 19, 2013.
 - 3. The Co-Debtor is jointly and severally liable on the Note herein.
- 4. Upon information and belief, Harley-Davidson Credit Corp. has a validly perfected security interest in a 2006 Harley-Davidson VRSCD Night Rod, VIN #1HD1HDZ136K809245 pursuant to a valid Contract between the Debtor and Harley-Davidson Credit Corp. dated May 16, 2006.
- 5. The Note matured on June 15, 2013, when the entire balance was due and payable. The approximate amount due through August 2, 2013 being \$17,458.34 calculated as follows:

Unpaid Principal and Interest Balance Due	\$16,356.34
Bankruptcy Fees – Objection to Plan	250.00
Bankruptcy Fees and Costs - Motion For Relief	426.00
Bankruptcy Fees and Costs – Motion For Relief case 12-35471	426.00

Total \$17,458.34

6. By reason of the foregoing the interest of Harley-Davidson Credit Corp. is not adequately protected.

- 7. The present NADA value as to the subject collateral is \$9,190.00.
- 8. The Chapter 13 modified plan dated and filed June 3, 2013 and confirmed July 11, 2013 provides for surrender of the property.

WHEREFORE, Plaintiff prays that it be granted relief from the provisions of the automatic stay with regard to the said property, and further requests that the fourteen (14) day stay be waived incident to any order entered incident to the Motion for Relief herein.

HARLEY-DAVIDSON CREDIT CORP.

By:/s/ JOHNIE R. MUNCY

Eric David White, Esquire, VSBN 21346
Michael T. Freeman, Esquire, VSBN 65460
David W. Carter, Esquire, VSBN 70875
Kimberly B. Lane, Esquire, VSBN 78720
Brandon R. Jordan, Esquire, VSBN 72170
Johnie R. Muncy, Esquire, VSBN 73248
Samuel I. White, P. C.
1804 Staples Mill Rd, Suite 200
Richmond, VA 23230
Tel: (804) 290-4290

Tel: (804) 290-4290 Fax: (804) 290-4298 jmuncy@siwpc.com

CERTIFICATE

I hereby certify that a true copy of the foregoing Motion was served by regular mail or email this 2nd day of August, 2013, on all necessary parties including Carl M. Bates, Trustee, P.O. Box 1819, Richmond, VA 23218; Jason Meyer Krumbein, Esquire, Counsel for Debtor, 5310 Markel Road, Suite 102, Richmond, VA 23230; Alvin Delano Lewis, II, Debtor, 3408 Eagles Roost Road, Richmond, VA 23223; and Pamela S. Lewis, Co-Debtor, 1521 Selma Lane, Richmond, VA 23223.

/s/ JOHNIE R. MUNCY

Samuel I. White, P. C.

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Document Page 4 of 6 Bagicmark Savings Bank FROM SSORY NOTE (SIMPLE INTEREST)
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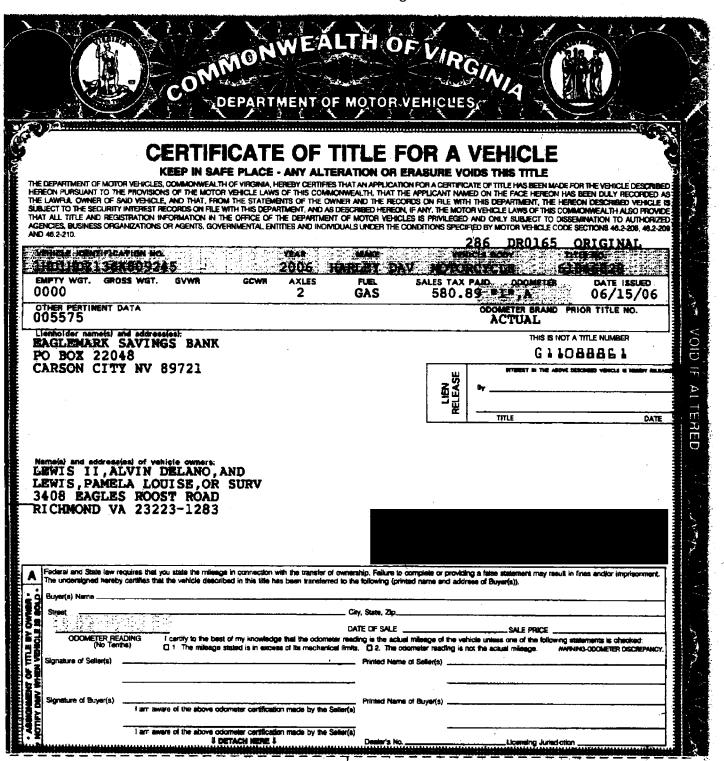
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